

Summary of PIO-WMU Tentative Contract (2013-2016)

February 23, 2013

Article 4: Union Dues and Agency Fees

In December 2012, a lame-duck session of the Michigan legislature passed, and Governor Snyder signed, a series of laws to eliminate agency shops in both public and private-sector unions. In an agency shop, employees choose to be members or non-members. Members pay union dues to support the union, and non-members pay slightly lower “agency fees” to cover the cost of negotiating and enforcing the contract. Under legal duty of fair representation, labor unions must represent the interests of members and non-members alike, therefore agency shops allow unions to collect proportional fees from non-members to prevent free-rider situations where employees may benefit from a union contract without supporting the union or helping to negotiate or enforce the contract.

Fortunately, the new law will not take effect until March 27, 2013. Any agency shop contract ratified before that time will be “grandfathered in” under the new law. This will allow us to collect agency fees from non-members until 2016.

Article 5: Part-time Instructor Support

Under section (2), all part-time faculty will maintain access to their WMICH email account for 24 months after they stop teaching at WMU. This is an increase from 6 months in the current contract.

Article 11: Reappointment

This Article created “senior status” in our current contract. WMU felt that four classifications of part-time faculty (non-continuing/non-senior; non-continuing/senior; continuing/senior; continuing/non-senior) was excessive, and we agreed. The new agreement will eliminate the TITLE “senior status” and replace it with “continuing status” for any instructor who has taught at least one semester or session in two consecutive years.

This expands the pool of instructors eligible for “continuing” status, by counting summer sessions. The new “continuing” status will also offer additional job security, beyond that of our existing “senior” status.

Under the new agreement, “continuing” instructors will have a rebuttable presumption to reappointment in the same academic unit each semester AND session, for those instructors interested in teaching courses during summer sessions.

In addition, “continuing” instructors will receive a notice from their department no later than 60 days prior to each semester and session, to confirm whether or not the department intends to reappoint the instructor in the upcoming semester or session. This will allow instructors to plan

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ahead for each semester or session, and it will also allow the union time to take action *prior* to the beginning of each semester or session, to protect the job security of our members.

Article 13: Leave Time

Part-time faculty who are called for jury duty will no longer be required to remit any jury duty pay to WMU!

Article 19: Compensation

Base pay will increase accordingly:

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Per Credit Hour:	\$800.00	\$825.00	\$850.00

This represents a 9.4% increase in our minimum pay over three years. We also rolled the wellness stipend into base pay for all instructors, and eliminated “continuing” pay increases. For instructors earning above the minimum already, the rate of increase will vary depending on their current base pay.

In addition, instructors with “continuing” status who earn \$825 per credit hour or less, will receive a \$25 lump sum payment for each semester or session they teach in 2013-2014 as a “bonus” for eliminating the continuing increase.

		Current	Year 1	Year 2	Year 3	%
Samples		2012-2013	2013-2014	2014-2015	2015-2016	Increase
Non-Continuing	Base	\$750	\$0	\$0	\$0	
	Wellness	\$20	\$0	\$0	\$0	
	Total	\$770	\$800	\$825	\$850	9.4%
Continuing (plus \$25 bonus in year 1)	Base	\$789				
	Wellness	\$20				
	Total	\$809	\$809	\$825	\$850	4.8%

This compensation scheme is the BEST deal we could get this year for the most people in our bargaining unit: it represents a 3.7% increase in our total part-time faculty compensation package over three years. *WMU's initial proposal would have increased our total compensation by less than 1.5% over the same period.*

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Calculate your new base pay under the agreement:

- 1) Find your “base pay” rate (per credit hour) on your most recent appointment letter. For many, this will simply be \$750 (the current minimum), but many with continuing status may have a base pay within the range of \$758 - \$781 per credit hour.
- 2) Add any continuing increase you earned this year (if any). New people will have \$0 in continuing. Most continuing instructors earned an additional \$8 per credit hour this year; therefore many continuing instructors have a base pay within the range of \$758 - \$789.
- 3) Add \$20 per credit hour. Our new agreement eliminates the term “wellness stipend” and simply rolls this amount into your current base pay. New people will now have a base pay of \$770, but some continuing people will have a base pay within the range of \$778 - \$809.
- 4) If your base pay totals less than \$800 per credit hour after Steps 1-3 you will get bumped up to \$800 per credit hour in year one of our new contract, then \$825 in year two and \$850 in year three.
- 5) If your base pay totals more than \$800 per credit hour after Steps 1-3, you will receive no base increase in year one, but you WILL receive a one-time lump sum of \$25 for each semester or summer session you teach next year. Then your base will increase to \$825 in year two and \$850 in year three.